

BENDAU & BENDAU PLLC

Clifford P. Bendau, II (AZ Bar No. 030204)

Christopher J. Bendau (AZ Bar No. 032981)

P.O. Box 97066

Phoenix, Arizona 85060

Telephone: (480) 382-5176

Fax: (480) 304-3805

Email: cliffordbendau@bendaulaw.com

chris@bendaulaw.com

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Jeremy Frey,

Plaintiff,

v.

Allstate Law Firm, P.C., an Arizona
Professional Corporation, and **Rick
Daniel Adams and Jane Doe Adams,** a
married couple,

Defendant.

No. _____

VERIFIED COMPLAINT

Plaintiff, Jeremy Frey (“Plaintiff”), sues Defendants, Allstate Law Firm, P.C. and Rick Daniel Adams and Jane Doe Adams (collectively, “Defendants”), and alleges as follows:

PRELIMINARY STATEMENT

1. This is an action for unpaid wages, liquidated damages, attorneys’ fees, costs, and interest under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et seq.; the Arizona Minimum Wage Act (“AMWA”), Arizona Revised Statutes (“A.R.S.”) 23-362, et seq.; and the Arizona Wage Act (“AWA”), A.R.S. Title 23, Chapter 8.

1 2. The FLSA was enacted “to protect all covered workers from substandard
2 wages and oppressive working hours.” Barrentine v. Ark Best Freight Sys. Inc., 450 U.S.
3 728, 739 (1981). Under the FLSA, employers must pay all non-exempt employees a
4 minimum wage of pay for all time spent working during their regular 40-hour
5 workweeks. See 29 U.S.C. § 206(a).
6

7 3. The AMWA, A.R.S § 23-363, et seq., establishes a minimum wage within
8 the State of Arizona.

9 4. The AWA, A.R.S § 23-350, et seq., establishes the law regarding the
10 payment of wages within the State of Arizona.
11

12 **JURISDICTION AND VENUE**

13 5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and
14 29 U.S.C. § 201, *et seq.* because this civil action arises under the Constitution and law of
15 the United States. This Court also has subject matter jurisdiction pursuant 28 U.S.C. §
16 1367 because the state law claims asserted herein are so related to claims in this action
17 over which this Court has subject matter jurisdiction that they form part of the same case
18 or controversy under Article III of the United States Constitution.
19

20 6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) because
21 acts giving rise to the claims of Plaintiff occurred within the District of Arizona, and
22 Defendants regularly conduct business in and have engaged in the wrongful conduct
23 alleged herein – and, thus, are subject to personal jurisdiction in – this judicial district.
24

25 **PARTIES**

26
27

1 7. At all material times, Plaintiff is an individual residing in Maricopa County,
2 Arizona, and is a former employee of Defendants.

3 8. At all material times, Defendant Allstate Law Firm, P.C. was a professional
4 corporation duly licensed to transact business in the State of Arizona. At all material
5 times, Defendant Allstate Law Firm, P.C. does business, has offices, and/or maintains
6 agents for the transaction of its customary business in Maricopa County, Arizona.

7
8 9. Defendant Allstate Law Firm, P.C. is an Arizona Corporation, authorized to
9 do business in the State of Arizona and is at all relevant times Plaintiff's employer as
10 defined by 29 U.S.C. § 203(d).

11
12 10. Under the FLSA, Defendant Allstate Law Firm, P.C. is an employer. The
13 FLSA defines "employer" as any person who acts directly or indirectly in the interest of
14 an employer in relation to an employee. At all relevant times, Defendant Allstate Law
15 Firm, P.C. had the authority to hire and fire employees, supervised and controlled work
16 schedules or the conditions of employment, determined the rate and method of payment,
17 and maintained employment records in connection with Plaintiff's employment with
18 Defendants. As a person who acted in the interest of Defendants in relation to the
19 company's employees, Defendant Allstate Law Firm, P.C. is subject to liability under the
20 FLSA.
21

22
23 11. Defendants Rick Daniel Adams and Jane Doe Adams are, upon information
24 and belief, husband and wife. They have caused events to take place giving rise to the
25 claims in this Complaint as to which their marital community is fully liable. Defendants
26 Rick Daniel Adams and Jane Doe Adams are owners of Defendant Allstate Law Firm,
27

1 P.C. and were at all relevant times Plaintiff's employer as defined by the FLSA, 29
2 U.S.C. § 203(d).

3 12. Under the FLSA, Defendants Rick Daniel Adams and Jane Doe Adams are
4 employers. The FLSA defines "employer" as any individual who acts directly or
5 indirectly in the interest of an employer in relation to an employee. Rick Daniel Adams
6 and Jane Doe Adams are owners of Defendant Allstate Law Firm, P.C. At all relevant
7 times, they had the authority to hire and fire employees, supervised and controlled work
8 schedules or the conditions of employment, determined the rate and method of payment,
9 and maintained employment records in connection with Plaintiff's employment with
10 Defendants. As persons who acted in the interest of Defendants in relation to the
11 company's employees, Defendants Rick Daniel Adams and Jane Doe Adams are subject
12 to individual liability under the FLSA.

13 13. Plaintiff is further informed, believes, and therefore alleges that each of the
14 Defendants herein gave consent to, ratified, and authorized the acts of all other
15 Defendants, as alleged herein.

16 14. Defendants, and each of them, are sued in both their individual and
17 corporate capacities.

18 15. Defendants are jointly and severally liable for the injuries and damages
19 sustained by Plaintiff.

20 16. At all relevant times, Plaintiff was an "employee" of Defendants Allstate
21 Law Firm, P.C., Rick Daniel Adams, and Jane Doe Adams as defined by the FLSA, 29
22 U.S.C. § 201, *et seq.*

1 17. The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to
2 Defendants Allstate Law Firm, P.C., Rick Daniel Adams, and Jane Doe Adams.

3 18. At all relevant times, Defendants Allstate Law Firm, P.C., Rick Daniel
4 Adams, and Jane Doe Adams were and continue to be “employers” as defined by the
5 FLSA, 29 U.S.C. § 201, *et seq.*
6

7 19. The provisions set forth in the A.R.S. Title 23, Articles 7 and 8 apply to
8 Defendants Allstate Law Firm, P.C., Rick Daniel Adams, and Jane Doe Adams.

9 20. At all relevant times, Plaintiff was an “employee” of Defendants Allstate
10 Law Firm, P.C., Rick Daniel Adams, and Jane Doe Adams as defined by the Arizona
11 A.R.S. § 23-350, *et seq.*
12

13 21. At all relevant times, Defendants Allstate Law Firm, P.C., Rick Daniel
14 Adams, and Jane Doe Adams were and continue to be “employers” as defined by A.R.S.
15 § 23-350.
16

17 22. At all relevant times, Plaintiff was an “employee” of Defendants Allstate
18 Law Firm, P.C., Rick Daniel Adams, and Jane Doe Adams as defined by A.R.S. § 23-
19 362.
20

21 23. At all relevant times, Defendants Allstate Law Firm, P.C., Rick Daniel
22 Adams, and Jane Doe Adams were and continue to be “employers” as defined by A.R.S.
23 § 23-362.
24

25 24. Defendants Allstate Law Firm, P.C., Rick Daniel Adams, and Jane Doe
26 Adams individually and/or through an enterprise or agent, directed and exercised control
27 over Plaintiff’s work and wages at all relevant times.

26. At all relevant times, Plaintiff, in his work for Defendants Allstate Law Firm, P.C., Rick Daniel Adams, and Jane Doe Adams, was engaged in commerce or the production of goods for commerce.

28. Plaintiff, in his work for Defendants Allstate Law Firm, P.C., Rick Daniel Adams, and Jane Doe Adams, regularly handled goods produced or transported in interstate commerce.

29. Defendants own and/or operate as Allstate Law Firm, an enterprise located in Maricopa County, Arizona.

31. Defendants, in their sole discretion, agreed to pay Plaintiff a base salary plus bonuses.

-6-

1 33. Plaintiff was entitled to total compensation of \$1,177.78 for his final pay
2 period of work for Defendants.

3 34. Defendants failed to compensate Plaintiff any wages whatsoever for the
4 final pay period of his employment with Defendants.

5 35. Defendant was required to compensate Plaintiff his wages on March 14,
6 2022.

7 36. To date, Defendants have failed to compensate Plaintiff any wages
8 whatsoever for the hours he spent performing work for Defendants in his final pay period
9 of his employment.
10

11 37. As a result of Defendants' having willfully and improperly refused to pay
12 Plaintiff any wages whatsoever for the hours he spent working for Defendants during his
13 final pay period of his employment, Defendants failed to pay the applicable minimum
14 wage to Plaintiff.
15

16 38. As a result of Defendants' having willfully and improperly refused to pay
17 Plaintiff any wages whatsoever for the hours he spent working for Defendants during his
18 final pay period of his employment, Defendants violated 29 U.S.C. § 206(a).
19

20 39. As a result of Defendants' having willfully and improperly refused to pay
21 Plaintiff any wages whatsoever for the hours he spent working for Defendants during his
22 final pay period of his employment, Defendants have violated the AMWA, A.R.S. § 23-
23 363.
24

25 40. Defendants have and continue to violate the FLSA by not paying Plaintiff
26 the full applicable minimum wage for all hours worked for Defendants.
27

1 41. Defendant have and continue to violate the AMWA by not paying Plaintiff
2 the full applicable minimum wage for all hours worked for Defendants.

3 42. Defendant have and continue to violate the AWA by not paying Plaintiff
4 wages owed for all hours worked for Defendants.

5 43. Plaintiff is a covered employee within the meaning of the FLSA.

6 44. Plaintiff is a covered employee within the meaning of the AMWA.

7 45. Plaintiff is a covered employee within the meaning of the AWA.

8 46. Plaintiff was a non-exempt employee.

9 47. Defendants refused and/or failed to properly disclose to or apprise Plaintiff
10 of his rights under the FLSA.

11 48. Defendants individually and/or through an enterprise or agent, directed and
12 exercised control over Plaintiff's work and wages at all relevant times.

13 49. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
14 from Defendants compensation for unpaid wages, an additional amount equal amount as
15 liquidated damages, interest, and reasonable attorney's fees and costs of this action under
16 29 U.S.C. § 216(b).

17 50. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
18 from Defendants compensation for unpaid minimum wages, an additional amount equal
19 to twice the unpaid wages as liquidated damages, interest, and reasonable attorney's fees
20 and costs of this action under A.R.S § 23-363.

21 51. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
22 from Defendants compensation for his unpaid wages at an hourly rate, to be proven at
23
24
25
26
27

trial, in an amount that is treble the amount of his unpaid wages, plus interest thereon, and his costs incurred under A.R.S. § 23-355.

COUNT ONE: FAIR LABOR STANDARDS ACT
FAILURE TO PAY MINIMUM WAGE

52. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

53. Defendants willfully and improperly refused to pay Plaintiff any wages whatsoever for the hours he spent working for Defendants during the final pay period of his employment with Defendants.

54. As a result, Defendants failed to pay the applicable minimum wage to Plaintiff.

55. Defendants' practice of willfully and improperly refusing to pay Plaintiff his paycheck for work he performed violated the FLSA, 29 U.S.C. § 206(a).

56. Plaintiff is therefore entitled to compensation for the full applicable minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as liquidated damages, together with interest, reasonable attorney's fees, and costs.

WHEREFORE, Plaintiff, Jeremy Frey, respectfully requests that this Court grant the following relief in Plaintiff's favor, and against Defendants:

A. For the Court to declare and find that the Defendant committed one of more of the following acts:

i. Violated minimum wage provisions of the FLSA, 29 U.S.C. § 206(a), by failing to pay proper minimum wages;

1 ii. Willfully violated minimum wage provisions of the FLSA, 29

2 U.S.C. § 206(a) by willfully failing to pay proper minimum wages;

3 B. For the Court to award Plaintiff's unpaid minimum wage damages, to be
4 determined at trial;

5 C. For the Court to award compensatory damages, including liquidated
6 damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;

7 D. For the Court to award prejudgment and post-judgment interest;

8 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
9 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set
10 forth herein;

11 F. Such other relief as this Court shall deem just and proper.

12 **COUNT TWO: ARIZONA MINIMUM WAGE ACT**
13 **FAILURE TO PAY MINIMUM WAGE**

14 57. Plaintiff realleges and incorporates by reference all allegations in all
15 preceding paragraphs.

16 58. Defendants willfully and improperly refused to pay Plaintiff any wages
17 whatsoever for the hours he worked for Defendants during the final pay period of his
18 employment with Defendants.

19 59. As a result, Defendants failed to pay the applicable minimum wage to
20 Plaintiff.

21 60. Defendants' practice of willfully failing or refusing to pay Plaintiff at the
22 required minimum wage rate violates the AMWA, A.R.S. § 23-363.
23
24
25
26
27

61. Plaintiff is therefore entitled to compensation for the full applicable minimum wage at an hourly rate, to be proven at trial, plus an additional amount equal to twice the unpaid wages as liquidated damages, together with interest, reasonable attorney's fees, and costs.

WHEREFORE, Plaintiff, Jeremy Frey, respectfully requests that this Court grant the following relief in Plaintiff's favor, and against Defendants:

- A. For the Court to declare and find that the Defendants committed one of more of the following acts:
 - i. Violated minimum wage provisions of the AMWA, A.R.S. § 23-363, by failing to pay proper minimum wages;
 - ii. Willfully violated minimum wage provisions of the AMWA, A.R.S. § 23-363 by willfully failing to pay proper minimum wages;
- B. For the Court to award Plaintiff's unpaid minimum wage damages, to be determined at trial;
- C. For the Court to award compensatory damages, including liquidated damages pursuant to A.R.S. § 23-364, to be determined at trial;
- D. For the Court to award prejudgment and post-judgment interest;
- E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the action pursuant to A.R.S. § 23-364 and all other causes of action set forth herein;
- F. Such other relief as this Court shall deem just and proper.

COUNT THREE: ARIZONA WAGE ACT

FAILURE TO PAY WAGES OWED

62. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

63. Defendants willfully failed or refused to pay Plaintiff any wages whatsoever for the hours he spent working for Defendants during the final pay period of his employment with Defendants.

64. Defendant's practice of willfully failing to pay Plaintiff wages for labor performed violates the AWA, A.R.S. § 23-351.

65. Plaintiff is therefore entitled to compensation for all applicable wages at an hourly rate, to be proven at trial, in an amount treble the unpaid wages, together with interest, and costs of this action.

WHEREFORE, Plaintiff, Jeremy Frey, individually, respectfully requests that this Court grant the following relief in Plaintiff's favor, and against Defendants:

- A. For the Court to declare and find that the Defendants violated A.R.S. Title 23, Chapter 2, by failing to pay wages owed to Plaintiff;
- B. For the Court to award compensatory damages, including treble the amount of wages owed to Plaintiffs, pursuant to A.R.S. § 23-355, to be determined at trial;
- C. For the Court to award prejudgment and post-judgment interest;
- D. For the Court to award Plaintiff reasonable attorneys' fees and costs;
- E. Such other relief as this Court shall deem just and proper.

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

RESPECTFULLY SUBMITTED this 20th Day of June, 2022.


BENDAU & BENDAU PLLC

By: /s/ Christopher J. Bendau
Clifford P. Bendau, II
Christopher J. Bendau
Attorney for Plaintiff

BENDAU & BENDAU PLLC
P.O. Box 97066
Phoenix, AZ 85060

VERIFICATION

Plaintiff, Jeremy Frey, declares under penalty of perjury that he has read the foregoing Verified Complaint and is familiar with the contents thereof. The matters asserted therein are true and based on his personal knowledge, except as to those matters stated upon information and believe, and, as to those matters, he believes them to be true.


Jeremy Frey (Jun 20, 2022 22:32 PDT)

Jeremy Frey